

1 Robert Stempler, State Bar No. 160299
Email: SoCalConsumerLawyer@Gmail.com
2 CONSUMER LAW OFFICE OF
ROBERT STEMLER, APC
3 8200 Wilshire Blvd, Suite 200
Beverly Hills, CA 90211-2331
4 Telephone (323) 486-0102
Fax: (323) 488-6895
5

6 O. Randolph Bragg, Attorney Admitted *Pro Hac Vice*
Email: rand@horwitzlaw.com
7 HORWITZ, HORWITZ & ASSOCIATES
25 East Washington Street, Suite 900
8 Chicago, Illinois 60602
Telephone (312) 372-8822
9 Facsimile (312) 372-1673

10 Attorneys for Plaintiff
11

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 POVILAS KARCAUSKAS,
on behalf of himself and all
16 others similarly situated,

17 Plaintiff,

18 vs.

19 GOLDSMITH & HULL, APC;
WILLIAM I. GOLDSMITH;
20 and DOES 1 to 10;

21 Defendants.
22
23
24

Case No. 2:15-cv-09225-FMO-RAOx

CLASS ACTION

PLAINTIFF POVILAS KARCAUSKAS'
UNCONTESTED MOTION FOR AN
AWARD OF CLASS REPRESENTATIVE
INCENTIVE PAYMENT AND
ATTORNEY'S FEES AND COSTS

Time: 10:00 AM

Date: August 22, 2019

Place: Courtroom 6D (1st St Courthouse)

Judicial Ofcr: Judge Fernando M. Olguin

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1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 NOTICE IS HEREBY GIVEN that on the date and time noted in the caption
3 above, or as soon thereafter as the matter may be heard, in Courtroom 6D of this
4 court, inside of the United States Courthouse, addressed at 350 W. 1st Street, Los
5 Angeles, California 90012, the plaintiff, Povilas Karcauskas (“Karcauskas” or
6 “Plaintiff”), will move this Court for approval of an award of \$5,000 for his services
7 as the class representative and an award of Plaintiff’s attorneys’ fees and costs, in the
8 amount of \$200,000, pursuant to (a) 15 U.S.C. §1692k(a)(3), (b) Rule 23(h) of the
9 Federal Rules of Civil Procedure, (c) Order Re: Motion for Preliminary Approval of
10 Class Settlement and Certification of Settlement Class (Document No. 122, page 22,
11 ¶ 13), and (d) the Settlement Agreement (Document No. 112-3). Defendants do not
12 oppose this Motion.

13 This Motion is made and based upon the pleadings, documents, and Settlement
14 Agreement on file herein, the attached Memorandum of Points and Authorities, and
15 such evidence and argument as may be presented at the hearing on this Motion.

16 This motion is made following the conference of counsel pursuant to L.R. 7-3,
17 which took place on November 10, 2017 and on January 18, 2018.

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5	37 L. Ed. 2d 48 (1973).	16
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7	Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 <i>et seq.</i> . . .	8, 14, 14-15, 17, 25
8	Rosenthal Fair Debt Collection Practices Act,	
9	Cal. Civil Code § 1788.10 <i>et seq.</i>	8

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11	Manual for Complex Litigation, Fourth.	21
12	NACA Class Action Guidelines (as Revised 2006).	11-12, 12

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 Pursuant to this Court's Order of February 8, 2019 (Document No. 122, page
3 22, ¶ 13), Povilas Karcauskas submits his Motion for an Incentive Award and Award
4 of Attorneys' Fees and Costs payable by Defendants Goldsmith & Hull, APC
5 ("G&H") and William Goldsmith (collectively "G&H Defendants"), subject to the
6 approval of the Court, pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23(h) of the
7 Federal Rules of Civil Procedure.

8 In the Settlement Agreement (Document No. 112-3, ¶ VI, page¹ 17 of 92), the
9 G&H Defendants have agreed to pay Plaintiff \$5,000 for his services as the class
10 representative. Pursuant to the Settlement Agreement (Document No. 112-3, ¶ V,
11 page 17 of 92), the G&H Defendants have also agreed to pay Plaintiff's counsel the
12 sum of \$200,000 as costs and attorneys fees, pursuant to the FDCPA and RFDCPA.
13 To date, Plaintiff's counsel have expended a total of \$366,092 in attorneys' fees and
14 costs in this litigation and will continue to expend time and expense through the
15 completion of this litigation. Plaintiff does not seek an amount in excess of the
16 agreed amount of attorneys fees and costs and therefore moves the Court for a total
17 award of \$200,000 in Plaintiff's attorneys' fees and costs.

18
19 I. PROCEDURAL HISTORY

20 On November 30, 2015, Plaintiff commenced this class action alleging that the
21 Defendants violated the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*
22 ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, Cal. Civil Code §
23 1788.10 *et seq.* ("RFDCPA"). (Document No. 1.) On April 4, 2017, the Joint Brief
24 re Class Certification was efiled. (See Document No. 84-1.)

25
26
27 ¹ Page numbering refers to the page number placed in the upper right corner of
28 the page by CM/ECF.

1 After extensive written and oral discovery, including Plaintiff's counsel having
 2 to file motions to compel further discovery responses and documents, which the
 3 Magistrate Judge granted in part, the parties reached a class-wide settlement
 4 agreement regarding all issues raised in this litigation. (Document No. 97-6.)

5 By Order of February 8, 2019, the Court granted Plaintiff's Unopposed
 6 Motion for Preliminary Approval of Settlement Agreement and Certification of
 7 Settlement Class. (Document No. 122.) The Court set a Final Approval (fairness)
 8 hearing of the Class Settlement for August 22, 2019 at 10:00 a.m. (*Id.*, p. 22, ¶ 12.)

9 10 II. STATEMENT OF FACTS

11 As described in his declaration, a reasonable incentive award is appropriate.
 12 Karcaukas has diligently pursued this litigation on behalf of the class, had his
 13 deposition taken, spent hours conferring with Plaintiff's counsel during the settlement
 14 negotiations, helped answer Defendants' discovery, and incurred personal financial
 15 risk by acting as the named plaintiff. (Karcauskas Decl., ¶¶ 9-20.)

16 During the course of this litigation, Plaintiff Povilas Karcauskas was
 17 represented by Robert Stempler and O. Randolph Bragg. Plaintiff's attorney Mr.
 18 Stempler has expended a total of 400.10 hours on behalf of Plaintiff through April 25,
 19 2019. (Declaration of Robert Stempler in Support of Plaintiff's Motion for an Award
 20 of Costs and Attorneys' Fees filed herewith ¶ 17.) The current hourly rate for the
 21 services provided by Mr. Stempler is \$600.00 per hour. *Id.* The lodestar calculation
 22 of attorney fees for the services of Mr. Stempler in this matter is (400.10 hours x
 23 \$600/hr) \$240,060. *Id.* Mr. Stempler incurred \$5,012 in costs. *Id.* Thus, a total of
 24 \$245,072 in fees and costs through April 25, 2019 is submitted by Mr. Stempler.

25 Through April 11, 2019, Plaintiff's attorney O. Randolph Bragg expended a
 26 total of 201.70 hours on behalf of Plaintiff. (Declaration of O. Randolph Bragg in
 27 Support of Plaintiff's Motion for an Award of Costs and Attorneys' Fees filed
 28 herewith.) The hourly rate for the services provided by O. Randolph Bragg is \$600.00

1 per hour. *Id.* The lodestar calculation for the services of Mr. Bragg is (201.70 hours
2 x \$600/hr) \$121,020. Mr. Bragg's firm has incurred no costs in this litigation.

3 Attorneys' fees and costs for the time and expenses incurred subsequent to this
4 reported time are also requested.

5
6 **III. STATEMENT OF QUESTION PRESENTED**

7 Is Plaintiff Povilas Karcauskas entitled to an award for his services as the class
8 representative and an award of costs and reasonable attorneys' fees?

9 Plaintiff submits that this question should be answered in the affirmative.

10
11 **IV. ARGUMENT**

12 **A. THE COURT HAS DISCRETION TO AWARD AN INCENTIVE**
13 **PAYMENT.**

14 Generally, the purpose of an incentive award is to "compensate class
15 representatives for work done on behalf of the class, to make up for financial or
16 reputational risk undertaken in bringing the action, and, sometimes, to recognize their
17 willingness to act as a private attorney general." *Rodriguez v. West Publ'g Corp.*, 563
18 F.3d 948, 958–59 (9th Cir. 2009). The trial court has discretion to award incentives
19 to class representatives. *Mego Fin'l Corp. Sec. Litig. v. Nadler*, 213 F.3d 454, 463
20 (9th Cir. 2000); *Van Vracken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D.
21 Cal. 1995) (citations omitted). Named plaintiffs "are eligible for reasonable incentive
22 payments" and "[t]he district court must evaluate their awards individually." *Staton*
23 *v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003), citing *Cook v. Niedert*, 142 F.3d
24 1004, 1016 (7th Cir. 1998). "Federal courts consistently approve incentive awards
25 in class action lawsuits, to compensate name plaintiffs for the services they provide
26 and burdens they shoulder during litigation." *Henderson v. Eaton*, No. 01-0138, 2002
27 U.S. Dist. LEXIS 20840, *17-18 (E.D. La., Oct. 25, 2002).

Awards to named plaintiffs in class actions are appropriate compensation for the time and expense they incur in serving as class representatives. *See, e.g., In re SmithKline Beckman Corp. Sec. Litig.*, 751 F. Supp. 525, 535 (E.D. Pa. 1990) (approving \$5,000 award to each of several class representatives); *In re Continental Illinois Sec. Litig.*, 962 F.2d 566, 571 (7th Cir. 1992); *In re GNC Shareholder Litigation: All Actions*, 668 F. Supp. 450, 451 (W.D. Pa. 1987); *Troncelliti v. Minolta Corp.*, 666 F. Supp. 750, 752 (D. Md. 1987); *In re Jackson Lockdown/MCO Cases*, 107 F.R.D. 703, 709-10 (E.D. Mich. 1985); *In re Dun & Bradstreet Credit Serv. Litig.*, 130 F.R.D. 336 (S.D. Ohio 1990) (awards of \$55,000 to each of two and \$35,000 to each of three class representatives). As well, many district courts have approved incentive awards in FDCPA class action lawsuits.¹

B. INCENTIVE AWARD GUIDELINES AND CRITERIA SUPPORT A GREATER THAN AVERAGE AWARD TO MR. KARCAUSKAS.

Consumers who fight on behalf of an entire class should be reasonably compensated for their efforts when those efforts are successful. “Payments of up to \$5,000 should not require over particularized court examination before approval.... Award of larger amounts should be based upon the court’s examination of specific

¹ *See, e.g., Gross v. Washington Mut. Bank, F.A.*, No. 02 cv 4135 (RML), 2006 U.S. Dist. LEXIS 16975, *18-*19 (E.D.N.Y. Feb. 9, 2006) (approving payment of \$5,000 for the class representative’s services in FDCPA class action); *Purdie v. Ace Cash Express, Inc.*, No. 3:01-CV-1754L, 2003 U.S. Dist LEXIS 22547, *24-25 (N.D. Tex. Dec. 11, 2003) (in a case involving FDCPA claims the court approved combined incentive payments of \$16,665 to the three named plaintiffs); *Smith v. Tower Loan of Miss., Inc.*, 216 F.R.D. 338, 367-68 (S.D. Miss. 2003) (the court approved special payments to the class representatives in a case involving FDCPA claims); *Tenuto v. Transworld Sys.*, No. 99-4228, 2002 U.S. Dist. LEXIS 1764, *13-*14 (E.D. Pa., Jan. 31, 2002) (FDCPA class action where court awarded an incentive payment of \$2,000 to the named plaintiffs.); *Hall v. Midland Group*, No. 99-3108, 2000 U.S. Dist LEXIS 16751, *25 (E.D. Pa., Nov. 20, 2000) (\$2,000 incentive payment awarded) (*citing Smithkline Beckman*, 751 F. Supp. at 535); *In re Marine Midland Motor Vehicle Leasing Litig.*, 155 F.R.D. 416, 422 (W.D.N.Y. 1994) (involving an FDCPA claim); *Smith v. First Union Mortgage Corp.*, No. 98-cv-5360, 1999 U.S. Dist. LEXIS 18299, *1 (E.D. Pa., Dec. 1, 1999) (approving an incentive award to two class representatives in an FDCPA class action settlement).

1 circumstances of the case and the plaintiffs' efforts on behalf of the class." NACA
2 Class Action Guidelines (as Revised 2006), at 22-24. See
3 <http://www.naca.net/assets/media/RevisedGuidelines.pdf> (originally printed in
4 National Association of Consumer Advocates – Standards and Guidelines for
5 Litigated and Settling Consumer Class Actions, 176 F.R.D. 375, 387 (1997)). The
6 NACA's Guidelines are instructive, and state on page 23:

7 In deciding whether a larger award is justified, counsel and the court
8 should consider factors such as: (a) Whether the plaintiff incurred
9 expenses or spent time responding to written discovery, conferring with
10 counsel about case background or settlement issues, or performing any
11 other tasks associated with the prosecution of the litigation; (b) Whether
12 the plaintiffs' deposition was taken, how long it took, the amount of
13 travel or whether other disruption in schedule was involved; (c)
14 Whether the plaintiff testified at trial or at any pre-trial hearing; (d)
15 Whether the plaintiff assumed any risks as a result of undertaking
16 representation of the class, including risks of liability for costs or
17 attorney fees, or risk of adverse extra-judicial action by defendants; and
18 (e) The size of the plaintiff's individual claim in the case *vis-à-vis* the
19 efforts required as class representative.

20
21 Courts may also consider: (1) the risk to the class representative in
22 commencing suit, both financial and otherwise; (2) the notoriety and personal
23 difficulties encountered by the class representative; (3) the amount of time and effort
24 spent by the class representative; (4) the duration of the litigation; and (5) the
25 personal benefit (or lack thereof) enjoyed by the class representative as a result of the
26 litigation. *Van Vracken*, 901 F. Supp. at 299 (citations omitted); see also *Fitzgerald*
27 *v. City of Los Angeles*, 2003 U.S. Dist. LEXIS 27382, 9-10 (C.D. Cal. Dec. 8, 2003)
28 (same), citing *Van Kraken*, 901 F. Supp. at 299).

1 The suggested guidelines and criteria weigh in favor of a larger than average
2 incentive award to be granted to Mr. Karcauskas. From the start, Mr. Karcauskas was
3 the consummate consumer advocate. He pursued this case not for his own benefit but
4 to benefit less sophisticated people that would have been duped by the Defendants'
5 deceptive form letter. By any measure, Mr. Karcauskas succeeded. First, he helped
6 secure a recovery to be shared by his fellow class members.² Second, his efforts have
7 raised the Defendants' awareness, which would result in prompt, corrective action.

8 Mr. Karcauskas' efforts began three-and-a-half years ago. His complaint, filed
9 on November 30, 2015, was based on a collection letter Plaintiff received from
10 Defendants. Mr. Karcauskas brought the misleading letter to the attention of his
11 counsel in 2015 and actively participated in this case since its inception, including
12 many meetings by telephone with his counsel over several hours. *See generally*,
13 Declaration of Povilas Karcauskas in Support of Plaintiff's Motion For Incentive
14 Award ("Karcauskas Decl."). Recognizing his responsibilities as the representative
15 plaintiff, Mr. Karcauskas took significant actions to protect the interests of the class.
16 *Id.* at ¶¶ 8-16. Mr. Karcauskas selected counsel qualified and experienced in unfair
17 debt and other consumer litigation, including class action lawsuits.

18 Mr. Karcauskas elected to file the lawsuit as a class action, so as to represent
19 the interests of the putative class members. *Id.* at ¶¶ 8-16. By filing the action, Mr.
20 Karcauskas protected the interests of the absent class members by putting Defendants
21 on notice of violations and thereby preventing further violative communications
22 between Defendants and the putative class.

23
24 ² Incentive compensation that exceeds class members' recovery has been approved
25 in FDCPA cases. *See Cope v. Duggins*, 203 F. Supp. 2d 650, 653 (E.D. La. 2002)
26 (awarding \$4,250 in settlement to named plaintiff when class was awarded \$8,000 in
27 settlement); *Henderson*, 2002 U.S. Dist. LEXIS 20840, at *17-*18 (awarding \$3,000
28 incentive compensation to named plaintiff in FDCPA class action where 142
members shared class recovery of \$3,000); *Bonett v. Educ. Debt Servs.*, No. 01-6528,
2003 U.S. Dist. LEXIS 9757, *23 (E.D. Pa., May 11, 2003) (compensating plaintiff
\$3,000 for her service as class representative in FDCPA action where 284 class
members each received \$77.46).

1 Mr. Karcauskas took his role as representative plaintiff seriously and spent
2 hours reviewing the documents related to the complaint, settlement offers and counter
3 offers, as well as submitting to written discovery and his deposition, meeting with his
4 counsel and attending court conferences and hearings. *Id.* at ¶¶10-13. During the
5 early stages of litigation, Mr. Karcauskas rejected offers to settle the case individually
6 that did not provide adequate statutory damages as related to the class members. *Id.*
7 at ¶ 16. Thus, Mr. Karcauskas should receive from the G&H Defendants payment of
8 the amount of \$5,000 for services as class representative as agreed in the Settlement
9 Agreement. (Document No. 112-3, ¶ VI, page 17 of 92.)

10
11 C. PLAINTIFF WAS SUCCESSFUL IN THIS ACTION.

12 The Fair Debt Collection Practices Act requires the payment of costs and
13 reasonable attorney's fees to a successful consumer. 15 U.S.C. §1692k(a) states:

14 [A]ny debt collector who fails to comply with any provision of this
15 subchapter . . . is liable to such person in an amount equal to the sum of-
16 -[actual damages], [statutory damages], and (3) in the case of any
17 successful action to enforce the foregoing liability, the costs of the
18 action, together with a reasonable attorney's fee as determined by the
19 court.

20
21 Defendants agreed they “shall pay Plaintiff’s counsel the sum of Two Hundred
22 Thousand Dollars (\$200,000) as attorneys’ fees and costs pursuant to the FDCPA and
23 RFDCPA.” (Document No. 112-3, ¶ V, page 17 of 92.)

24 “The FDCPA’s statutory language makes an award of fees mandatory.”
25 Camacho v. Bridgeport Financial, Inc., 523 F.3d 973, 978 (9th Cir. 2008) (Camacho
26 II) (citation omitted). “Parties who prevail in actions brought under the FDCPA may
27 recover reasonable attorneys' fees and costs from the opposing side.” Santiago v.
28 Equable Ascent Financial, 2013 WL 3498079, *2 (N.D. Cal., July 12, 2013). “Under

1 the Fair Debt Collections Practices Act (“FDCPA”), the prevailing plaintiff is entitled
2 to ‘a reasonable attorney’s fee as determined by the court.’ 15 U.S.C. §1692k(a)(3).
3 Such an award is mandatory under the FDCPA.” Edwards v. National Business
4 Factors, Inc., 897 F.Supp. 458, 459 (D. Nev. 1995) (citations omitted). The Second
5 Circuit has also stated “the award of attorney’s fees to plaintiffs for a debt collector’s
6 violation of ‘any provision’ of the FDCPA is mandatory.” Pipiles v. Credit Bureau
7 of Lockport, Inc., 886 F.2d 22, 28 (2d Cir.1989), citing Emanuel v. American Credit
8 Exchange, 870 F.2d 805, 809 (2d Cir. 1989). As the successful party in this case,
9 Plaintiff’s counsel is entitled to an award of costs and reasonable attorney’s fees.

10 Given the structure of § 1692k(a)(3), attorney’s fees should not be construed
11 as a special or discretionary remedy. Rather, the FDCPA mandates an award of
12 attorney’s fees as a means of fulfilling Congress’s intent that the Act should be
13 enforced by debtors acting as private attorneys general. Graziano v. Harrison, 950
14 F.2d 107, 113 (3d Cir. 1991), see also DeJesus v. Banco Popular de Puerto Rico, 918
15 F.2d 232, 235 (1st Cir. 1990).

16 Pursuant to the Settlement Agreement the class members will receive \$20,000
17 (Document No. 112-3, ¶ IV (B), page 17 of 92), approximately \$18.69 each. This
18 amount is approximately equal to 1% of the G&H Defendants’ net worth. (*Id.*) Any
19 undistributed class funds will be awarded to National Consumer Law Center and
20 National Association of Consumer Advocates for use in consumer representation
21 and/or education. (*Id.*) In addition to the payment to the Class, Plaintiff Karcauskas
22 will receive \$2,000 as FDCPA and RFDCPA statutory damages and \$5,000 for his
23 services as the class representative for a total of \$7,000. (Document No. 112-3, ¶ IV
24 (A) and ¶ VI.) These amounts are the maximum statutory damages that Mr.
25 Karcauskas and the Class could receive for their claims brought pursuant to the
26 FDCPA, 15 U.S.C. §1692k(a)(2), and RFDCPA. Defendants will also bear the
27 expense of class notice and administration not to exceed \$10,000. (Document No.
28

1 112-3, ¶ VII.) The G&H Defendants have also agreed to pay Plaintiff's attorneys' fees
2 and costs in the sum of \$200,000. (*Id.* ¶ V.)

3
4 D. PLAINTIFF'S ATTORNEYS SHOULD BE AWARDED FEES
5 PURSUANT TO THE LODESTAR FORMULA.

6 The U.S. Supreme Court has explained the calculation for an award of
7 attorney's fees: "The most useful starting point for determining the amount of a
8 reasonable fee is the number of hours reasonably expended on the litigation
9 multiplied by a reasonable hourly rate. The calculation provides an objective basis on
10 which to make an initial estimate of the value of a lawyer's services." *Hensley v.*
11 *Eckerhart*, 461 U.S. 424, 433; 103 S. Ct. 1933, 1939; 76 L. Ed. 2d 40 (1983).³
12 Although this decision, and others cited hereinafter, arise in the context of the Civil
13 Rights Attorney's Fees Award Act, 42 U.S.C. § 1988, these criteria are equally
14 applicable here. "The standards set forth in this opinion are generally applicable in
15 all cases in which Congress has authorized an award of fees to a 'prevailing party.'"
16 *Id.* 103 S. Ct. at 1939, n.7. "We have stated in the past that fee shifting statutes'
17 similar language is 'a strong indication that they are to be interpreted alike.'"
18 *Independent Federation of Flight Attendants v. Zipes*, 491 U.S. 754; 109 S. Ct. 2732,
19 2735 n.2.; 105 L. Ed. 2d 639 (1989), quoting *Northcross v. Memphis Bd. of Ed.*, 412
20 U.S. 427, 428; 93 S. Ct. 2201, 2202, 37 L. Ed. 2d 48 (1973). The multiplication of the
21 reasonable number of hours expended times the reasonable hourly rate is referred to
22 as the "lodestar." *Friend v. Kolodzieczak*, 72 F.3d 1386, 1389 (9th Cir. 1995).

23 The Ninth Circuit stated: "The use of current rates may be necessary to adjust
24 for inflation if the fee amount would otherwise be unreasonable; the district court
25 must look to the 'totality of the circumstances and the relevant factors, including
26 delay in payment.'" *D'Emanuele v. Montgomery Ward & Co.*, 904 F.2d 1379, 1384

27
28 ³ See: *Camacho v. Bridgeport Financial, Inc.*, 523 F.3d 973, 978 (9th Cir. 2008)
(*Camacho II*); *Santiago v. Equable Ascent Financial*, *supra*, at *2.

1 (9th Cir.1990), *quoting Jordan v. Multnomah County*, 815 F.2d 1258, 1262 n.7 (9th
2 Cir.1987). Here, Plaintiff's counsel worked on this case most extensively from its
3 inception (three-and-a-half years ago) until the motions for preliminary approval were
4 heard in early 2018. (See Stempler Decl. ¶ 17.) Accordingly, the Court should use Mr.
5 Stempler's current rate of \$600/hour to compute his lodestar amount. *Id.*

6 The Ninth Circuit, in *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th
7 Cir. 2008), stated:

8 It must also be kept in mind that lawyers are not likely to spend
9 unnecessary time on contingency fee cases in the hope of inflating their
10 fees. The payoff is too uncertain, as to both the result and the amount of
11 the fee. It would therefore be the highly atypical civil rights case where
12 plaintiff's lawyer engages in churning. By and large, the court should
13 defer to the winning lawyer's professional judgment as to how much
14 time he was required to spend on the case; after all, he won, and might
15 not have, had he been more of a slacker.

16 The FDCPA requires the payment of costs and reasonable attorney fees to a
17 successful consumer. “[A]ny debt collector who fails to comply with any provision
18 of this subchapter . . . is liable to such person in an amount equal to the sum of
19 “[actual damages] [statutory damages]” and in the case of any successful action to
20 enforce the foregoing liability, the costs of the action, together with a reasonable
21 attorney's fee as determined by the court.” 15 U.S.C. § 1692k(a)(3). Defendants
22 acknowledge that Plaintiff is the prevailing party in this litigation. The G&H
23 Defendants have agreed to pay to the Class a total Settlement Fund of \$20,000.
24 (Document No. 112-3, ¶ IV B.) This amount equals or exceeds 1% of the G&H
25 Defendants' net worth. Any undistributed class funds will be awarded to National
26 Consumer Law Center and National Association of Consumer Advocates use in
27 consumer representation and/or education. (*Id.*) In addition to the payment to the
28 Plaintiff, Povilas Karcauskas will receive \$2,000 for his FDCPA and RFDCPA

1 statutory damages plus \$5,000 for his services as the class representative for a total
2 of \$7,000. (Document No. 112-3, ¶ IV (A) and VI.)

3 These amounts are the maximum statutory damages that Mr. Karcauskas and
4 the Class could receive for their claims brought, pursuant to the FDCPA, 15 U.S.C.
5 § 1692k(a)(2) and the RFDCPA. Defendants will also bear the expense of class
6 notice and administration up to \$10,000. (Document No. 112-3, ¶ VII.) Defendants
7 also agreed to pay attorneys' fees and costs in the sum of \$200,000. (*Id.* ¶ V.)

8
9 E. FACTORS TO BE CONSIDERED.

10 Among the factors to be reviewed in granting an award of attorneys' fees, the
11 Court should consider:

12 **1. Plaintiff's attorneys' fees and costs are reasonable given**
13 **counsel's skills, experience and reputation.**

14 Although this case required protracted litigation, the time expended was limited
15 under the circumstances due to counsel's combined experience in consumer
16 protection litigation. Further, there are few attorneys who specialize in litigating
17 FDCPA class action cases. However, counsel for Plaintiff are experienced in these
18 cases. Plaintiff's counsel used their existing knowledge and experience in the
19 consumer protection field to plead this case and negotiate a fair and reasonable
20 settlement in which the named Plaintiff and the class received the maximum statutory
21 damages, pursuant to 15 U.S.C. § 1692k(a)(2)(B). Further evidence of the
22 reasonableness of the time spent is counsel's billing discretion. For example, each of
23 Plaintiff's attorneys reviewed each entry with an eye to reducing the time requested
24 based on the work accomplished.

25 Two attorneys represented Plaintiff and the Class in this lawsuit. Mr. Stempler
26 has expended a total of \$245,072 in attorney's fees and costs in this matter, through
27 April 25, 2019. (See Declaration of Robert Stempler in Support of Attorney's Fees
28 and Expenses ¶ 17.) Plaintiff's attorney, O. Randolph Bragg, has expended a total of

1 \$121,020 in attorneys' fees and expenses in this matter through April 11, 2019. (See
2 Declaration of O. Randolph Bragg in Support of Attorney's Fees and Expenses, filed
3 herewith.) Class Counsel will continue to expend time and expense through the
4 completion of this litigation.

5 The U.S. Supreme Court has stated: "The statute and legislative history
6 establish that 'reasonable fees' under section 1988 are to be calculated according to
7 the prevailing market rates in the relevant community, regardless of whether plaintiff
8 is represented by private or non-profit counsel." Blum v. Stenson, 465 U.S. 886, 895,
9 104 S. Ct. 1541, 1547, 79 L. Ed. 2d 891 (1984) (footnote omitted). See: Camacho
10 II, supra, at 979-81. "In order to encourage able counsel to undertake FDCPA cases,
11 as Congress intended, it is necessary that counsel be awarded fees commensurate with
12 those which they could obtain by taking other types of cases Paying counsel in
13 FDCPA cases at rates lower than those they can obtain in the marketplace is
14 inconsistent with the congressional desire to enforce the FDCPA through private
15 actions, and therefore misapplies the law." Tolentino v. Friedman, 46 F.3d 645, 652-
16 653 (7th Cir. 1995). On fee petitions, district courts are allowed to use the plaintiff's
17 counsel's "current rates . . . when calculating the lodestar amount." Mathur v. Board
18 of Trustees, 317 F.3d 738, 744-5 (7th Cir. 2003), citing Missouri v. Jenkins by Agyei,
19 491 U.S. 274, 284, 109 S.Ct. 2463, 105 L.Ed.2d 229 (1989).

20 To "encourage able counsel to undertake FDCPA cases, as congress intended,
21 it is necessary that counsel be awarded fees commensurate with those which they
22 could obtain by taking other types of cases." Camacho II, supra, 523 F.3d at 981. In
23 furthering this goal, therefore, "attorney[s]' fees must not hinge on a percentage of
24 actual damages awarded." St. Bernard vs. State Collection Serv., Inc., 782 F.Supp.
25 2d 823, 826 (D. Ariz. 2010). Given such, Plaintiff's fees request is not per se
26 unreasonable simply because it is over ten times greater than the damages awarded
27 to plaintiff in the instant case. Feely vs. Carrington Mortg. Servs., LLC, 2014 U.S.
28 Dist. LEXIS 161626 (D. Nev. Nov. 2014).

1 Plaintiff's fee request is well within the range of similar work. The current
2 billing rates requested by Mr. Bragg and Mr. Stempler - \$600.00/hr - are similar to
3 rates that have previously been awarded by the U.S. District Courts in California.
4 Two further declarations, submitted concurrently, support the \$600/hour rate. (See
5 Declarations of Larry R. Hoddick, Steven A. Simons.)

6 Mr. Bragg has over 40 years of litigation experience. He began representing
7 consumers in consumer rights litigation in 1985 and over the last 5 years alone he has
8 had numerous reported decisions across the country pertaining to FDCPA cases. Mr.
9 Bragg's experience is commensurate with the top rate awarded to lawyers in the
10 Central District of California. See Jacobson v. Persolve, LLC, 2016 WL 7230873
11 at *7 (N.D. Cal., Dec. 14, 2016) ("an hourly rate of \$600 is reasonable because of
12 Bragg's 40 years of litigation experience").

13 Mr. Stempler has over 26 years of litigation experience. Mr. Stempler's current
14 hourly rate is \$600. (Stempler Decl., ¶ 17.) Mr. Stempler has over 21 years'
15 experience in representing consumers in debt collection harassment matters.
16 Admitted to practice in 1992, Mr. Stempler has developed his litigation skills,
17 protecting the legal rights of individuals and consumers in State Superior and U.S.
18 District Courts, often applying the Fair Debt Collection Practices Act, the RFDCPA
19 and the Fair Credit Reporting Act, among the many statutes enacted to protect
20 consumer rights. Mr. Stempler started his consumer law firm in 1997, after practicing
21 law at other law firms.

22 Mr. Stempler's request of \$600 per hour is reasonable and appropriate for this
23 case and the venue. It is within the range of hourly rates charged by other lawyers in
24 the non-contingent specialized civil litigation practice. The United States Consumer
25 Law Attorney's Fees Survey Report 2015-16 (a copy of the legend and California
26 pages are attached hereto as Exhibit A). Mr. Stempler's request to be awarded at
27 \$600/hour is his current hourly rate for cases filed in U.S. District Court. (See
28 Declaration of Robert Stempler in Support of Attorney's Fees and Expenses ¶ 17.)

Judge Bernel, in *Slotnick v. I.C.Q. Search & Recovery*, No. EDCV 17-2294 JGB (KKx), 2018 WL 6258888, at *3 (C.D. Cal. Sept. 19, 2018), held that “The Court finds that the Attorney Fee Survey is an adequate means of establishing average billing rates for consumer protection attorneys in this forum. See *Ramirez v. N. Am. Asset Servs., LLC*, 11-cv-10237-GHK 2012 WL 1228086, at *3 (C.D. Cal. Apr. 9, 2012) (relying on Attorney Fee Survey to determine billing rates).” The United States Consumer Law Attorney’s Fees Survey Report 2015-16 (a copy is attached hereto as Exhibit A) states at page 184 that the hourly rates for consumer attorneys in Los Angeles with over 26-30 years of experience is \$560/hr. At page 183 of the Survey, it shows that the 75% Median Attorney Rate for All Attorneys is \$600/hr.

Thus, the rates of \$600.00/hr for Plaintiff’s Class Counsel used to calculate their lodestar is appropriate in this case.

2. Plaintiff’s class action claims were novel and complex.

Plaintiff’s claims were novel to the Ninth Circuit. Plaintiff claimed, among other things, that Defendant mailed or caused to be mailed letters in the form of Exhibit A which used false, deceptive and misleading representation of a consumer’s rights in violation of 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(5), 1692e(10) and 1692f, as well as Cal. Civil Code § 1788.17

Plaintiff’s class action complaint was also complex. The U.S. Supreme Court has described the FDCPA, the statute at issue here, as “a comprehensive and complex federal statute.” *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605, 1615 (2010). Class actions are generally considered to be complex. See: *Manual for Complex Litigation, Fourth*, § 22.

3. The fee is contingent.

In a Consumer Credit Protection Act case, the fee is very often contingent not on the amount of damages, but on award by the court or agreement of the opponent. In a private attorney general case, Congress encourages counsel to bring suit, recognizing that counsel cannot charge the client an hourly fee, because the fee may

1 be out of proportion to the recovery. According to the Supreme Court in *Blanchard*
2 *v. Bergeron*, 489 U.S. 87, 93, 109 S.Ct. 939, 944, 103 L.Ed.2d 67 (1989): “But as we
3 see it, a contingent-fee contract does not impose an automatic ceiling on an award of
4 attorney's fees and to hold otherwise would be inconsistent with the statute and its
5 policy and purpose.” Conversely, the Court ruled that the fee award does not impose
6 a cap on a contingent fee agreement; the attorney can get more from his client (not
7 from the opponent) if his agreement so provides. *Venegas v. Mitchell*, 495 U.S. 82,
8 110 S.Ct. 1679, 109 L.Ed.2d 74 (1990). If contingent, the fee award should
9 compensate counsel for the risk of receiving no compensation. *Blum v. Stenson*, 465
10 U.S. 886, 903, 104 S.Ct. 1541, 1551, 79 L.Ed.2d 891 (1984). Here fees are
11 contingent on Mr. Karcauskas’ success, pursuant to 15 U.S.C. § 1692k(a)(3). (See
12 Stempler Decl., ¶ 19; Karcauskas Decl., ¶ 22.)

13 **4. Plaintiff’s counsel could not spend the same time on both this**
14 **case and other cases.**

15 Counsel spent over three and one-half years aggressively litigating this matter.
16 The time spent by Class Counsel on this case was not, and could not be, spent at the
17 same time on other cases. There are substantial opportunity costs in preparing the
18 necessary documentation and briefing to present a federal civil action case to the
19 Court. The time expended on Plaintiff’s behalf by counsel was time which would
20 have been spent on other matters had this case not been filed or litigated to this
21 extent. It is impossible for Plaintiff’s counsel to determine what other cases may have
22 been precluded due to their representation of this Plaintiff, but it is clear that the
23 hours spent on this case would have been expended on other matters.

24 **5. The undesirability of the case.**

25 Most attorneys practicing in the Central District of California do not litigate
26 plaintiffs’ class action consumer protection cases, particularly on a contingency basis.
27 This claim would be considered undesirable.

28 ///

1 **6. Awards in Similar Cases.**

2 Plaintiff's lodestar consists of 601.80 hours. More time has been and will
3 continue to be expended on this case. The rates of \$600/hr requested here are similar
4 to rates previously approved by this Court.

5 Plaintiff's attorneys' fee request is within the prevailing market range in this
6 type of representation. Blum v. Stenson, 465 U.S. 886, 104 S. Ct. 1541, 79 L. Ed.2d
7 891 (1984). "Paying counsel in FDCPA cases at rates lower than those they can
8 obtain in the marketplace is inconsistent with the congressional desire to enforce the
9 FDCPA through private actions, and therefore misapplies the law." Tolentino v.
10 Friedman, 46 F.3d 645, 653 (7th Cir. 1995); Zagorski v. Midwest Billing Services,
11 Inc., 128 F.3d 1164, 1166 (7th Cir. 1997) (The plaintiffs have brought a "successful
12 action" under the FDCPA and thus are entitled to a "reasonable attorney's fee.")

13 **7. Attorneys' Fee Award Is Not Limited by Amount of Damages.**

14 So long as the plaintiff is successful, *i.e.*, recovers more than nominal damages,
15 the plaintiff should be awarded attorney fees pursuant to a lodestar calculation. "In
16 the absence of any indication that Congress intended to adopt a strict rule that
17 attorney's fees under section 1988 be proportionate to damages recovered, we decline
18 to adopt such a rule ourselves." City of Riverside v. Rivera, 477 U.S. 561, 581; 106
19 S. Ct. 2686, 2697; 91 L. Ed. 2d 466 (1986) (footnote omitted), *see also* Quaration v.
20 Tiffany & Co., 166 F.3d 422 (2d Cir. 1999); Zagorski v. Midwest Billing Services,
21 Inc., 128 F.3d 1164 (7th Cir. 1997). The benefits to the public as a whole resulting
22 from lawsuits which encourage compliance with statutory provisions are more
23 important than relatively small damage awards. Indeed, when a provision for counsel
24 fees is included in a regulatory act, it is a recognition that enforcement of the statute
25 would be unlikely if an individual had to pay his or her own attorney's fees. The
26 Court quoted Senator Tunney's remarks in the Congressional Record:

27 If the citizen does not have the resources, his day in court is denied him;
28 the congressional policy which he seeks to assert and vindicate goes

1 unvindicated; and the entire nation, not just the individual citizen,
2 suffers.

3
4 City of Riverside v. Rivera, *supra*, at 477 U.S. at 575, 106 S. Ct. at 2694
5 (citation omitted). In Student Public Interest Research Group v. AT&T Bell
6 Laboratories, 842 F.2d 1436, 1449 (3d Cir. 1988), the Third Circuit amplified this
7 thought stating:

8 Congress provided fee shifting to enhance enforcement of important
9 civil rights, consumer-protection, and environmental policies. By
10 providing competitive rates we assure that attorneys will take such
11 cases, and hence increase the likelihood that the congressional policy of
12 redressing public interest claims will be vindicated.

13
14 “Congress has relied on such plaintiffs to act as private attorneys general.” *Id.*,
15 at 1450 n.13, *see also* Graziano v. Harrison, 950 F.2d 107, 113 (3d Cir. 1991).

16 The damages award often bears no relation to the amount of attorney’s fees
17 granted. “[A]ttorney’s fees awarded by district courts have ‘frequently outrun the
18 economic benefits ultimately obtained by successful litigants.’” Evans v. Jeff D., 475
19 U.S. 717, 735; 106 S. Ct. 1531, 1541; 89 L. Ed. 2d 747 (1986) (citation omitted).
20 Upon finding a statutory violation and damages, the attorney’s fees award should be
21 made in the lodestar amount. Johnson v. Eaton, 80 F.3d 148 (5th Cir. 1996).

22 For example, in Armstrong v. The Rose Law Firm, P.A., 2002 WL 31050583
23 (D.Minn., Sept. 5, 2002), the district court approved the award of \$43,180 in
24 attorney’s fees, where the plaintiff recovered \$1,000 in statutory damages. The
25 Southern District of Florida affirmed the bankruptcy court’s award of attorney’s fees
26 of \$29,037.50 where the plaintiff recovered FDCPA statutory damages of only
27 \$1,000. In re Martinez, 266 B.R. 523, 544 (Bankr. S.D.Fla. 2001), *aff’d* 271 B.R. 696
28 (S.D. Fla. 2001). In Perez v. Perkiss, 742 F.Supp. 883 (D. Del. 1990), the district

1 court awarded \$10,110 in attorney's fees where the plaintiff's recovery was only
2 \$1,200. The Seventh Circuit reversed a district court's denial of attorneys' fees even
3 though the plaintiffs only recovered \$100 (\$50 each) as FDCPA statutory damages
4 and remanded for determination of an award of attorneys' fees. Zagorski v. Midwest
5 Billing Services, Inc., *supra*. Of course, the amount of reasonable attorneys' fees
6 awarded pursuant to the FDCPA is left to the sound discretion of the judge. Schimmel
7 v. Slaughter, 975 F.Supp. 1481, 1484 (M.D. Ga. 1997).

8 Plaintiff requests this Court to approve the agreed amount of attorneys fees
9 and costs in the sum of \$200,000.

10
11 F. PLAINTIFF'S ATTORNEYS ARE ENTITLED TO COSTS AND
12 LITIGATION EXPENSES

13 Plaintiff also requests the award of costs and litigation expenses in addition to
14 an award of attorneys' fees. The District of Nevada stated that "plaintiffs are also
15 entitled to an award of costs representing out-of-pocket litigation expenses . . .
16 includ[ing] costs incurred in travel (airfare, car rental, hotels and food, gasoline and
17 the like), telephone, postage and photocopying." Ilick v. Miller, 68 F. Supp. 2d 1169,
18 1181 (D. Nev. 1999), *see also* Santiago v. Equable Ascent Financial, *supra*, at *5.

19 The FDCPA grants the successful plaintiff "the costs of the action." 15 U.S.C.
20 § 1692k(a)(3). Long distance telephone and faxing expenses, as well as copying and
21 postage have been awarded as costs. Sousa v. Miguel, 32 F.3d 1370, 1374 (9th Cir.
22 1994). Recoverable costs include travel, photocopies, lodging, postage, telephone
23 calls, and computerized research. Libertad v. Sanchez, 134 F.Supp.2d 218, 236
24 (D.P.R. 2001). Costs may be recovered as provided for by statute as well as 28
25 U.S.C. § 1920, *see* Lathem v. Department of Children & Youth Servs., 172 F.3d 786,
26 794 (11th Cir. 1999). Computer research costs are recoverable. United Nuclear
27 Corp. v. Cannon, 564 F.Supp. 581, 591-92 (D.R.I. 1983) ("LEXIS is an essential tool
28 of a modern, efficient law office. As such, it saves lawyers' time by increasing the

1 efficacy of legal research. Denial of reimbursement for LEXIS charges in a proper
2 case would be an open invitation to law firms to use high-priced attorney time to
3 perform routine research tasks that can be accomplished quicker and more
4 economically with LEXIS.”)

5 Thus, Plaintiff’s litigation expenses and costs are compensable.

6
7 V. CONCLUSION

8 Accordingly, Plaintiff Povilas Karcauskas should receive the agreed amount
9 of \$5,000 for his services, as class representative. Also, on behalf of himself and the
10 class, the Court should award costs and reasonable attorneys’ fees in the amount of
11 \$200,000 for their services as Class Counsel payable by the G&H Defendants.

12 The following chart displays the amount of attorneys fees and costs already
13 expended by Plaintiff’s counsel:

<u>ATTORNEY</u>	<u>RATE</u>	<u>HOURS</u>	<u>TOTAL FEES</u>	<u>COSTS</u>	<u>TOTAL FEES & COSTS</u>
Mr. Bragg	\$600	201.70	\$121,020	-0-	\$121,020
Mr. Stempler	\$600	400.10	\$240,060	\$5,012	\$245,072
TOTAL	N/A	601.80	\$361,080	\$5,012	\$366,092

19 Although the amount of time and expenses incurred exceeds the agreed amount
20 of attorneys’ fees and costs, Plaintiff requests an award for the agreed sum of
21 \$200,000 for attorneys’ fees and costs and the incentive payment of \$5,000.

22 Dated: May 3, 2019

23 HORWITZ, HORWITZ & ASSOC.

24 CONSUMER LAW OFFICE OF
25 ROBERT STEMPLER, APC

26 /s/

27 By: Robert Stempler,
28 Co-Counsel for Plaintiff

Exhibit A

UNITED STATES CONSUMER LAW

ATTORNEY FEE SURVEY REPORT

2015-2016



Ronald L. Burdge, Esq.

**United States Consumer Law
Attorney Fee Survey Report 2015-2016**

Survey Conducted By
and
Survey Report Authored By

Ronald L. Burdge, Esq.
Burdge Law Office Co. L.A.
8250 Washington Village Drive
Dayton, OH 45458-1850
Voice: 937.432.9500
Fax: 937.432.9503

Email: Ron@BurdgeLaw.com



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1. Introduction

This Survey Report publishes the results of the United States Consumer Law Attorney Fee Survey for 2015-2016. It is the only Consumer Law survey whose methodologies have been supported by the National Association of Legal Fee Analysis, a non-profit professional association for the legal fee analysis field.

This Survey Report continues to be the only national survey of Consumer Law practitioners in the United States and has been used in more than 35 jurisdictions, including state and federal courts, the U.S. Court of Federal Claims, the U.S. Department of Justice, the U.S. Department of Labor, and the American Arbitration Association to determine reasonable attorney fee rates, resulting in more than \$7.9 million in awards across the United States.

Attorneys in every state and the U.S. Territories took part in the national survey and the results this year continue the trend of being the most comprehensive since our continuous research work began in 1999.

The findings cited in this Survey Report are based on a survey employing an online, email, and telephone survey representing about 4,500 members of the National Association of Consumer Advocates and the National Association of Consumer Bankruptcy Attorneys and other known attorneys practicing in the field of Consumer Law identified through Avvo.com, Lawyers.com, and court filings around the country. There were 721 participants in this survey, establishing an approximate 16.0% participation rate. This participation rate was robust. An internet search for similar state bar association surveys located 13 surveys with an average participation rate of 12.4%.¹

Because the survey was conducted in 2015 and 2016, the hourly rates and other data reported represent 2015 and 2016 values. The reader may find some minor adjustment necessary or desirable for application outside of 2015 and 2016.

¹ A Google search of the term “Economics of Law Practice Survey,” a common title for many bar association surveys, resulted in survey reports with participation rates that could be compared to state attorney totals as follows: Alabama (7.3%), Arizona (16.0%), Florida (1.7%), Iowa (16%), Michigan (11.6%), Mississippi (9.7%), Missouri (9.5%), Nebraska (12.2%), New Hampshire (20.4%), New Mexico (15.1%), Ohio (7.8%), Oklahoma (11.3%), Texas (12.5%).

California

	This Survey
Firm Size	2.3
Median Years in Practice	18.0
Concentration of Practice in Consumer Law	83.2
Primary Practice Area	Consumer Law
Secondary Practice Area	Bankruptcy
Median Number of Paralegals in Firm	1.0
Last Time Rate Change Occurred (months)	19.0
Median Paralegal Rate for All Paralegals	75
Average Attorney Rate for All Attorneys	465
25% Median Attorney Rate for All Attorneys	325
Median Attorney Rate for All Attorneys	450
75% Median Attorney Rate for All Attorneys	600
95% Median Attorney Rate for All Attorneys	725
Median Metropolitan Attorney Rate	450
Median Non-Metropolitan Attorney Rate	350
Median Attorney Rate in Northern Area of State	475
Median Attorney Rate in Southern Area of State	450
Median Attorney Rate in Eastern Area of State	475
Median Attorney Rate in Western Area of State	475
Median Attorney Rate in Central Area of State	463

Median Rates for Practice Areas

	25% Median	Median	95% Median
Attorneys Handling Bankruptcy Cases	300	350	625
Attorneys Handling Class Action Cases	450	513	725
Attorneys Handling Credit Rights Cases	350	450	725
Attorneys Handling Mortgage Cases	350	438	700
Attorneys Handling Vehicle Cases	400	463	700
Attorneys Handling TCPA Cases	400	450	700
Attorneys Handling Other Cases	350	425	725

Experience Variable Table

Years Practicing Consumer Law	Average Attorney Hourly Rate
<1	300
1-3	225
3-5	273
6-10	389
11-15	443
16-20	501
21-25	513
26-30	511
31-35	513
36-40	534
41+	625

Specialty Variable Table

Percentage of Consumer Law Practice	Average Attorney Hourly Rate
100	496
90	519
80	414
70	520
60	510
50	458

Small Firm Size Variable Table

Years in Practice	Average Attorney Hourly Rate
<1	300
1-3	300
3-5	283
6-10	380
11-15	450
16-20	554
21-25	550
26-30	585
31-35	538
36-40	600
41+	625

Large Firm Size Variable Table

Years in Practice	Average Attorney Hourly Rate
<1	300
1-3	275
3-5	300
6-10	391
11-15	454
16-20	537
21-25	550
26-30	613
31-35	582
36-40	625
41+	625

California, Los Angeles - Long Beach - Anaheim

Firm Size	2.5
Median Years in Practice	16.5
Concentration of Practice in Consumer Law	80.1
Primary Practice Area	Consumer Law
Secondary Practice Area	General Practice
Last Time Rate Change Occurred (months)	14.4
Median Number of Paralegals in Firm	2.0
Average Paralegal Rate for All Paralegals	94
Average Attorney Rate for All Attorneys	464
25% Median Attorney Rate for All Attorneys	325
Median Attorney Rate for All Attorneys	450
75% Median Attorney Rate for All Attorneys	600
95% Median Attorney Rate for All Attorneys	725

Median Rate for Practice Areas

	Median
Attorneys Handling Bankruptcy Cases	350
Attorneys Handling Class Action Cases	500
Attorneys Handling Credit Rights Cases	450
Attorneys Handling Mortgage Cases	400
Attorneys Handling Vehicle Cases	475
Attorneys Handling TCPA Cases	450
Attorneys Handling Other Cases	400

Experience Variable Table

Years Practicing Consumer Law	Average Attorney Hourly Rate
<1	300
1-3	258
3-5	267
6-10	386
11-15	425
16-20	496
21-25	534
26-30	560
31-35	619
36-40	645
41+	450

Appendix 3. Statement of Peer Review by The National Association of Legal Fee Analysis

The following page contains the NALFA statement of its peer review opinions of the United States Consumer Law Attorney Fee Survey Report 2015-2016.



National Association of Legal Fee Analysis **Specializing in Attorney Fees & Legal Billing**

The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fees and legal billing matters. Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute mediators and legal bill auditors.

We have reviewed the follow data and methodology prior to publication. We at NALFA support this hourly rate survey and the methodology contained within. This survey was conducted with the utmost professionalism, with statistical integrity and reliability, and with detailed hourly rate data and survey information. Indeed, this survey is the most comprehensive hourly rate survey for consumer lawyers in the U.S.

Terry Jesse

Terry Jesse, Executive Director
terry@thenalfa.org

United States Consumer Law Attorney Fee Survey for 2015-2016

Attorneys in every state and the U.S. Territories took part in this national survey of Consumer Law attorneys and their law practice economics. The results of this exhaustive and peer reviewed survey continues the trend of being the most comprehensive since this continuous research work began in 1999.

This Survey Report publishes the results of the United States Consumer Law Attorney Fee Survey for 2015-2016. This Survey Report continues to be the only national survey of Consumer Law practitioners in the United States. Since the first Survey Report was published in 2000 the reported data has been used in more than 38 jurisdictions, including state and federal courts, the U.S. Court of Federal Claims, the U.S. Department of Justice, the U.S. Department of Labor, and the American Arbitration Association to determine reasonable attorney fee rates, resulting in more than \$8 million in awards across the United States.

The Survey Report provides data for the entire United States, Washington D.C., Puerto Rico, the U.S. Virgin Islands, and 98 greater metropolitan areas. From Cape Coral, Florida to Eugene, Oregon, from San Diego, California to Hartford, Connecticut, and points in between, this survey provides hourly rates for attorneys and paralegals, average years in practice, and far more information, with a Table of Authorities updated to March 13, 2018.



Practicing Attorney and Survey
Editor, Ronald L Burdge

The data published here will help the bench, the bar, and attorneys everywhere to understand the economics of practicing law in the Consumer Law field nationally.

In deciding a contested attorney fee motion in a fee-shifting case, Senior United States District Judge James C. Fox ruled that the *U.S. Consumer Law Attorney Fee Survey Report* was more persuasive than the National Law Journal's fee survey and the U.S. Attorney's Laffey Matrix in Consumer Law cases. *LaFountain, Jr v. Paul Benton Motors of North Carolina, LLC*, 2010 U.S. Dist. LEXIS 121631, 2010 WL 4457057 (E.D. NC, Nov. 5, 2010).

You can download your own free copy of this 408 page 2015-2016 Survey Report from NACA, NCLC, NACBA web sites, scan the QR code to the right, or by participating in the next survey. Go to: www.tinyurl.com/GetFeeSurvey

